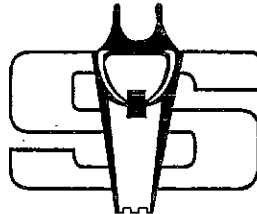


DOMINICAN REPUBLIC Commitment for Title Guaranty

THIS COMMITMENT IS NOT A TITLE OPINION, ABSTRACT OF TITLE, OR REPRESENTATION OF TITLE. THIS COMMITMENT IS NOT EFFECTIVE UNTIL THE PROPOSED OBLIGEE ACKNOWLEDGES AND AGREES IN WRITING TO THE TERMS OF THE COMMITMENT AND GUARANTY OF TITLE TO BE ISSUED.

COMMITMENT FOR TITLE GUARANTY
ON DOMINICAN REPUBLIC LAND
ISSUED BY

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Sanctity of Contract*

STEWART TITLE GUARANTY COMPANY, a Texas Corporation, herein called "the Company", hereby commits for ~~thirty (30)~~ ^{SIXTY (60)} days from the Effective Date hereof to issue its Guaranty of Title as identified in Schedule A, in the form attached, in favor of the proposed Obligee(s) named in Schedule A, as owner or mortgagee of the estate or interest described in Schedule A in the land described in Schedule A, upon payment of the premium and charges therefor and compliance with and subject to the provisions of Schedules A, B and C and the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Obligee(s) and the amount of the Title Guaranty or Guarantees committed for have been inserted in Schedule A hereof by the Company.

This Commitment is solely preliminary to the issuance of such Guaranty or Guarantees of Title. The liability and obligation of the Company to the proposed Obligee(s) shall be limited to the obligation to issue a Guaranty of Title, pursuant to the express terms of this Commitment, provided that the proposed Obligee: (a) complies with all terms of the Commitment within ~~thirty (30)~~ ^{SIXTY (60)} days after the Effective Date hereof, and (b) tenders the premium and all charges due to Company in said time. All liability and obligations hereunder to issue such Guaranty of Title shall cease and terminate ~~thirty (30)~~ ^{SIXTY (60)} days after the Effective Date hereof, or when the Guaranty of Title committed for shall issue, whichever occurs first.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed as of the Effective Date of Commitment as shown in Schedule A, the Commitment to become valid and binding only when countersigned by an authorized signatory.

STEWART TITLE®
GUARANTY COMPANY

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Chairman of the Board

President

Countersigned:

Authorized Countersignature



Stewart Dominicana, S.A.
Santo Domingo, Dominican Republic

Policy Serial No. **G-7724 0540**

SCHEDULE A

GF No.08 DR 04 0048 04

Effective Date: May 12th, 2008.

Commitment G-7724 0540

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1. Guaranty or Guaranties to be issued:

(a) OWNER'S TITLE GUARANTY FOR THE DOMINICAN REPUBLIC IN THE AMOUNT OF U.S \$1,823,065.00

Proposed Owner Obligee: Ocean Star Estate, LLC.

(b) LOAN TITLE GUARANTY FOR DOMINICAN REPUBLIC U.S \$1,823,065.00.

Proposed Lender Obligee: Sterling Morris Equity.

Proposed Borrower: Ocean Star Estate, LLC.

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2. Subject to the other terms of this Commitment, Company requires a transfer of the title to the surface estate in satisfactory form from: Daniel Brito Rochettes authorized by Floralba Magal Gonzalez de Brito to Ocean Star Estate, LLC.

3. The Land referred to in this Commitment is described as the title to the surface estate in:

Portion of land located within Parcel No.985, of Distrito Catastral No.5, located in the Municipio de Puerto Plata, being described as North: _____; South: _____; East: _____ and West: _____; recorded under Title Certificate No.126, issued by the Title Register of Puerto Plata, on March 17th, 1988 transcribed on March 28th, 1988, and recorded at the Title Registry of Puerto Plata, under Book No.11, Page 228. (The Company requires a satisfactory legal description of the subject land to be indemnified.) (SAVE AND EXCEPT THAT PORTION OF SUBJECT LAND RETAINED BY DANIEL BRITO ROCHETTES). *DTA*

THIS TITLE COMMITMENT REPLACES G-7724 0534 WHICH IS NOW CANCELLED AND OF NO FURTHER FORCE AND/OR EFFECT.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF No.08 DR 04 0048 04

The Title Guaranty to be issued will be subject to the Exclusions from Coverage of the Title Guaranty, the Conditions and Stipulations thereof, the terms and conditions of the instrument creating the estate indemnified, if any, shown in Schedule A, and to the following matters that will be additional exceptions from the coverage of the Title Guaranty:

1. Any discrepancies, conflicts, overlaps, or shortages in area or boundary lines, or any encroachments, or protrusions or any overlapping of improvements.
2. Taxes or other charges; assessments of any kind, which are a lien against the subject property.
3. Taxes or other charges or assessments that are not shown by receipts and statements secured by the notary public in connection with the transactions that will vest the title or interest to be indemnified.
4. Liens and leases that affect the title to the estate or interest, but that are subordinate to the lien of Indemnified Mortgage.
5. Matters not recorded in the Public Records of Property.
6. Rights of parties in possession.
7. Lack of right of access to and from the Realty.
8. Rights, terms, reservations, restrictions, obligations, prohibitions and stipulations contained in the Ley General de Medio Ambiente y Recursos Naturales, Law No.64-00, dated August 18, 2000 and Law No.305, dated April 30, 1968, and any Bylaw, Regulation, modification as may be made from time to time.
9. Rights, terms, restrictions, reservations, obligations, prohibitions, and stipulations contained in the Decreto No.406-00, dated August 11, 2000, regulating the "Demarcación Turística Prioritaria del Polo de Puerto Plata o Costa Norte" and any bylaw, regulation, modification as may be made from time to time.
10. Rights, terms, restrictions, reservations, obligations, prohibitions, and stipulations contained in bailiff's act No.702-2007, and any rights, claims, losses and/or consequences that may arise by reason thereof as a result of failure of Deslinde initiated by Daniel Brito Rochettes.
11. Rights, terms, conditions, easements and stipulations, contained in the Purchase and Sale Agreement of Land described in Schedule A, number 03, dated _____st, 2008, from Daniel Brito Rochettes authorized by Floralba Magal Gonzalez de Brito to Ocean Star Estate, LLC., recorded at the Title Registry of Puerto Plata, under Book No.____, Page No.____, on _____, 2008. *ATA*

THIS TITLE COMMITMENT REPLACES G-7724 0534 WHICH IS NOW CANCELLED AND OF NO FURTHER FORCE AND/OR EFFECT.

12. Rights, terms, conditions, stipulations, statements, waivers and obligations contained in the mortgage, dated _____, 2008, executed by _____ as the duly authorized representative of Ocean Star Estate, LLC., as mortgagor in favor of Sterling Morris Equity, as mortgagee, in the amount of U.S \$1,823,065.00, to be recorded at the Title Registry of Puerto Plata under Book No.____, Page No.____, on _____, 2008. For Owners Title Guaranty only.
13. Rights, terms, conditions and stipulations, contained in the Resolución de Deslinde, executed by the Superior Land Court, north department, dated _____, 2008, recorded in the Title Certificate No.____, issued by the Title Registry of Puerto Plata, recorded under Book No.____, Page No. _____, number _____, on 2008. *ATA*

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SCHEDULE C

GF No.08 DR 04 0048 04

Schedule B of the Title Guaranty to be issued also will contain exceptions with respect to the following matters that may affect title to the hereinabove-described property unless the following matters are disposed of to the satisfaction of the Company at or prior to the date of the issuance of the Title Guaranty: Instrument(s) creating the estate or interest to be indemnified must be approved by the Company, executed and promptly recorded.

1. Satisfactory evidence that the seller is in good standing with applicable governmental authorities, where applicable, and complies with existing laws, is duly recorded with applicable governmental authorities and/or registries, where applicable, and that the signatories are authorized to execute the instruments creating the estate or interest to be indemnified.
2. Satisfactory evidence that no person occupying the property or any portion thereof owns or claims any interest therein, either personally or by right of another, adverse to the person shown in Schedule A, paragraph 2. **COPIA**
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
4. Payment of all fees, taxes, charges and assessments levied against the subject estate or interest, which are currently due and payable or which will be due in connection with the transfer to the proposed Obligee and copies of all tax receipts for the last three (3) years shall be furnished to the Company.
5. Satisfactory evidence that all improvements and/or alterations thereto are completed and accepted by the owner.
6. Any defect, lien, encumbrance or other matter affecting or that may affect title to the estate or interest to be indemnified, which may be filed or recorded or which may arise subsequent to the effective date hereof.
7. The Company requires satisfactory evidence of right of access to and from the land described in Schedule A, number 3. **COPIA**
8. The Company requires the Deslinde of Property described in Schedule A number three (03), hereto, approved by the Superior Land Court North Department, and recorded at the Title Registry of Puerto Plata, and the subsequent assignment catastral, and to be provided with a copy of the recorded instrument evidencing the same.
9. The Company requires a new survey plan approved by the Department of Mensura Catastral, and to be provided with a copy of the recorded instrument.
10. The Company requires the payment of IPI (Impuesto a la Propiedad Inmobiliaria y Solares Urbanos no Edificados) to Dirección General de Impuestos Internos, plus penalties and interest and satisfactory proof that payment of taxes are current.
11. The Company requires a current certification of no liens (Cargas y Gravámenes) issued by the Title Registry of Puerto Plata.
12. The Company requires a current certification of no litigation (No Litis Sobre Terrenos Registrados), issued by the Secretary of the Superior Land Court North Department. *ATA*

THIS TITLE COMMITMENT REPLACES G-7724 0534 WHICH IS NOW CANCELLED AND OF NO FURTHER FORCE AND/OR EFFECT.

CONTINUATION OF SCHEDULE C

13. The Company requires a current certification of no litigation (No Litis Sobre Terrenos Registrados), issued by the Secretary of the Land Court of Puerto Plata.
14. The Company requires to be provided with the Purchase and Sales Agreement between Daniel Brito Rochettes authorized by Floralba Magal Gonzalez de Brito and Ocean Star Estate, LLC., for the Purchase of the Land described in Schedule A number 3. Upon Company's receipt and review of the above-described information, the Company may in its' sole discretion take additional exceptions and/or make additional requirements.
15. The Company requires the conveyance of transfer deed from Daniel Brito Rochettes to Ocean Star Estate, LLC., to be recorded at the Title Registry of Puerto Plata and to be provided with a copy of the recorded instrument. **COPIA**
16. The Company requires to be provided with a copy of the Owners Duplicate of Title Certificate in favor of Ocean Star Estate, LLC., issued by the Title Registry of Puerto Plata.
17. The Company requires to be provided with a copy of the Lenders Certification (Certificación del Acreedor) in favor of Sterling Morris Equity issued by the Title Registry of Puerto Plata.
18. The Company requires the proof of the proper documentation, including but not limited to a copy of the power of attorney and corporate resolution from Ocean Star Estate, LLC., authorizing Bryan Dean Rundell to execute the Purchase and Sale Agreement of the Land described in Schedule A, and to be provided with a copy.
19. The Company requires the by-laws of Ocean Star Estates indicating that it is permitted to mortgage the Land as well as a copy of the power of attorney and corporate resolution authorizing Bryan Dean Rundell to execute the mortgage described in Schedule B items 12 on behalf of Ocean Star Estates. **COPIA**
20. The Company requires the mortgage executed by Bryan Dean Rundell as the duly authorized representative of Ocean Star Estates, as mortgagor in favor of Sterling Morris Equity, as mortgagee, in the amount of U.S\$1,823,065.00 to be recorded at the Title Registry of Puerto Plata, and further requires a copy of the recorded document. Upon Company's receipt and review of the above-described information, the Company may in its' sole discretion take additional exceptions and/or make additional requirements.
21. The Company requires a copy of the Note agreement executed by Bryan Dean Rundell as the duly authorized representative of Ocean Star Estates, as borrower, in favor of Sterling Morris Equity, as lender, in the amount of U.S\$1,823,065.00. Upon Company's receipt and review of the above-described information, the Company may in its' sole discretion take additional exceptions and/or make additional requirements. **COPIA**
22. The Company requires to be provided with the current Registro Mercantil of Cámara de Comercio y Producción de Santo Domingo, evidencing Ocean Star Estate, LLC., as a registered company in the Dominican Republic.
23. The Company requires to be provided with the current Tax Registration number (RNC), evidencing Ocean Star Estate, LLC., as a registered company in the Dominican Republic.
24. The Company requires a Debts, Liens and Parties in Possession Affidavit and Indemnity Agreement signed by Daniel Brito Rochettes and Floralba Magal Gonzalez de Brito. *DTA*

THIS TITLE COMMITMENT REPLACES G-7724 0534 WHICH IS NOW CANCELLED AND OF NO FURTHER FORCE AND/OR EFFECT.